

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FRIO §

PERMIT
FOR UNDERGROUND UTILITIES ON COUNTY RIGHT OF WAY
Frio County, Texas

The County of Frio, acting by and through its Commissioners Court, hereinafter called PERMITOR, at its regular meeting on _____(date), does by these presents PERMIT AND RELINQUISH OF RIGHT-OF-WAY AND PUBLIC ROAD, TO WIT:

held by the County of Frio, Texas, upon the conditions, obligations, and requirements as hereinafter set forth.

SEE ATTACHED EXHIBIT A

The granting and authorizing of permission for the Permittee to so construct, lay, operate, and maintain the FACILITY within the right-of-way of said public road as, described on the attached EXHIBIT A, is here by granted being conditioned that PERMITTEE agrees that:

1. The PERMITTEE is responsible for contacting TEXAS 811, Dig Test, and other utility owners prior to commencing work.
2. The PERMITTEE will install the FACILITY so that the top of the line will be at a minimum depth as shown on the Frio County Minimum Depth of Cover Table. The FACILITY will be located in the back slope of the ditch line and no less than 10-feet from the edge of pavement (paved or unpaved). If the FACILITY does not meet these criteria, the PERMITTEE will contact the Frio County Engineer, hereinafter called ENGINEER, and obtain instructions concerning the location and depth of said FACILITY. It is further agreed and understood the

PERMITTEE will not cut the surface, jack, bore, or tunnel beneath or transgress in any manner the public road and its right-of-way, without first obtaining written permission from the ENGINEER.

If the Engineer approves the installation of the FACILITY using open-cut method, the PERMITEE will patch the existing roadway with asphaltic material (i.e. cold-mix or similar) as approved by the ENGINEER.

3. Prior to commencing work, the PERMITEE shall locate and mark the property lines and proposed FACILITY location. **Notify the ENGINEER of the start date.** Give the ENGINEER sufficient notice to inspect the work.
4. Once the FACILITY has been laid in its final resting position, the ENGINEER must inspect and approve the installation (location and depth) prior to covering the finished work. **If the FACILITY has been covered without approval of the ENGINEER, the PERMITTEE will be ordered to remove or uncover the FACILITY at the expense of the PERMITTEE.** Once inspected, restore the public road and its rights-of-way to its original condition. Notify the Engineer upon the completion of the FACILITY and the ENGINEER will make an inspection as they deem necessary at that time. PERMITTEE will comply with such requirements in repairing the road as required by the ENGINEER.
5. In the event that the PERMITOR gives the PERMITTEE permission to cut, burrow or bore beneath or transgress the public road and its right-of-way, the PERMITTEE will replace the road and its right-of-way in the same condition as it was originally, which will require subsequent work to correct the fill section once settling has occurred at the FACILITY. Wait a period of approximately sixty (60) days to allow for proper settling prior to replacement of the surface, if required.
6. The PERMITTEE will employ a competent person or firm to perform the installation and complete it in accordance with the covenants and conditions herein set forth, and cause said person or firm to endorse the permit agreeing to its terms.
7. The PERMITTEE will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify and hold harmless the PERMITOR against all damages that may be assessed against it by reason of the work here permitted and the maintenance of the FACILITY. Specifically the PERMITTEE AGREES TO INDEMNIFY AND HOLD PERMITOR HARMLESS FROM ANY CLAIMS, DEMANDS, CAUSES OF ACTION, AND LIABILITY DAMAGES OF ANY NATURE WHATSOEVER, OCCASIONED BY PERMITEE'S USE OR THE NEGLIGENCE, GROSS NEGLIGENCE, OR INTENTIONAL ACT BE IT SOLE, JOINT, OR CONCURRENT, ACTIVE, OR

PASSIVE, PROVIDED HOWEVER, PERMITTEE SHALL NOT BE LIABLE FOR INJURIES OR DAMAGES RESULTING FROM THE NEGLIGENCE OF PERMITTOR, THE OPERATOR OF PERMITTOR'S SURFACE ESTATE, OR ITS AGENTS OR EMPLOYEES.

- 8. In the event the County of Frio, the Texas Department of Transportation, or any other municipality then constructing, reconstruction, maintaining, and operating the public road should, in the orderly course of its construction, reconstruction or repairing and maintaining of the road and its right-of-way, deem it advisable or necessary to relocate said FACILITY or to have same removed from the road or its right-of-way entirely, then the PERMITTEE covenants and obligates itself to remove and relocate said FACILITY or to remove same entirely from said road or its right-of-way at the PERMITTEE expense such removal or relocation shall be binding on PERMITTEE its successors, and assigns. Should PERMITTEE, upon being given thirty (30) days written notice, fail, to remove or relocate said FACILITY, then the agency constructing, reconstructing, maintaining, and operation the public road and its right-of-way thereupon may remove same and be absolved of any responsibility and liability resulting from a damage to FACILITY as a result of removing same. By the acceptance of this permission to construct lay, and maintain, and operate FACILITY, PERMITTEE fully assumes responsibility and obligates itself to perform in its entirety the covenants, obligations, and requirements hereinbefore set out.
- 9. The PERMITTEE will install proper signage to identify and locate abovementioned FACILITY.
- 10. It is understood and agreed that a plat or map indicating the area and location of said FACILITY shall be furnished to the ENGINEER, which such plat or map shall be approved by said Frio County Commissioners Court as recorded in the minutes of the Frio County Commissioners Court.

WITNESS MY HAND on this the _____ day of _____.

HON. ARNULFO C. LUNA
Frio County Judge

ATTEST:

Frio County Engineer

By: _____
Roxana Garcia, P.E. Date

Permitee:

By: _____
Signature Date

Installation person or firm:

By: _____
Signature Date

PERMITTOR’S NAME & ADDRESS:

HON: Arnulfo C. Luna, Frio County Judge
500 E. San Antonio Street, Box 7
Pearsall, Texas 78061

PERMITTEE’S NAME & ADDRESS:

FRIO COUNTY
MINIMUM DEPTH OF COVER TABLE
(FOR UNDERGROUND UTILITIES ON
COUNTY RIGHT OF WAY)

January 10, 2020

FOR UTILITY LINES INSTALLED PARALLEL WITH OR ACROSS COUNTY RIGHT OF WAY (ROW):

TYPE OF UTILITY	CROSSING PAVEMENT OR PARALLEL LESS THAN 10' FROM PAVEMENT EDGE (See Notes 1 & 2 below)	UNDER DRAINAGE DITCH OR CHANNEL	UNDER NATURAL GROUND & MORE THAN 10' FROM PAVEMENT EDGE
LOW PRESSURE NATURAL GAS (<60 PSI)	60"	24" (30" for Plastic Pipe)	24" (30" for Plastic Pipe)
HIGH PRESSURE NATURAL GAS (>60 PSI) OR LIQUID PETROLEUM PRODUCTS	60"	30" (to Casing Pipe) 48" (to Un-Encased Pipe)	30" (to Casing Pipe) 36" (to Un-Encased Pipe)
TELEPHONE (Copper Cable)	60"	24"	24"
TV CABLE	60"	24"	24"
FIBER OPTIC (Data, Phone, or TV)	60"	42"	42"
SANITARY SEWER	60"	24" (30" for Plastic Pipe)	24" (30" for Plastic Pipe)
WATER	60"	24" (30" for Plastic Pipe)	24" (30" for Plastic Pipe)
ELECTRIC	60"	BY VOLTAGE 30" (<22,001 volts) 36" (22,001-40,001 volts) 42" (>40,001 volts)	BY VOLTAGE 30" (<22,001 volts) 36" (22,001-40,001 volts) 42" (>40,001 volts)

Based on requirements in the Texas Department of Transportation (TxDOT) Utility Accommodation Policy (UAP).

Notes:

1. Utility lines installed parallel with County ROW are not permitted under the pavement.
2. Utility lines installed across the County ROW, pavement, or intersecting the road will be made of materials approved for jacking, boring, or tunneling. Otherwise, the utility line must be placed in a steel casing or as approved by the County Engineer.